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The principal case decides an important practical question. At common law, disease or injured health would sustain an action for personal injury if the other elements of tort liability were present. *Hunt v. Lowell Gas Light Co.*, 8 Allen (Mass.) 169. Accordingly, under the English Workmen's Compensation Act, a disease caused by the employment where there has been no perceptible contact, has been held to fall within the definition of personal injury. *Brintons v. Turvey*, [1905] A. C. 230. The phrase "by accident," contained in the English statute, has led to a qualification that the injury must be sustained on a particular occasion, the date of which can be fixed. *Broderrick v. London County Council*, [1908] 2 K. B. 807. In the absence of such words it would seem correct to permit recovery, as in the principal case, for a disease of gradual growth caused by the conditions of the employment.

MORTGAGES — TRANSFER OF RIGHTS AND PROPERTY — WHETHER RELATIVE OF MORTGAGEE BUYING FROM PURCHASER WITHOUT NOTICE IS RELEGATED TO MORTGAGEE'S POSITION. — The defendant church corporation gave the plaintiff a mortgage on certain property which was not recorded. A subsequent mortgage was given by the church, covering that property, and by certain members, covering their own property. This later mortgage was recorded and assigned to a *bonâ fide* purchaser who had no knowledge of the prior unrecorded mortgage. He later assigned to the other defendants, the brother and wife respectively of the mortgagor members. These assignees, without consideration, released the property of the members covered by the mortgage. Held, that the holder of the prior unrecorded mortgage, in preference to the holder of the recorded mortgage, may exact full payment of his mortgage debt out of the church property. *Rogis v. Barnatowich*, 89 Atl. 838 (R. I.).

The policy of recording statutes is to avoid unrecorded instruments only as against third parties without notice. *National Mut. Building & Loan Ass'n v. Blair*, 98 Va. 490, 36 S. E. 513. Accordingly, an unrecorded mortgage prevails against a subsequent recorded mortgage held by one with notice. *Matthews v. Everitt*, 23 N. J. Eq. 473. But it seems that the well-established proposition, that one who takes with notice is protected by the good faith of his assignor, should apply in the principal case. *Lowther v. Carlton*, 2 Atk. 242; see *Mott v. Clark*, 9 Pa. St. 399, 404; *Rutgers v. Kingsland*, 7 N. J. Eq. 178, 184. The court argues that this doctrine has no application here because of the equally well-recognized principle that one subject to an equity cannot better his position by re-acquiring through a *bonâ fide* purchaser. *Church v. Church*, 25 Pa. St. 278. But it is submitted that the mere fact of close relationship is not enough, that to create this situation, the reassignment, though nominally to a stranger, must be in substance to the party formerly holding with notice. The decision can, however, be rested on the doctrine of marshalling assets. Granting that the individual defendants are in the position of *bonâ fide* purchasers so as to give their mortgage priority, yet, in releasing their exclusive security with knowledge that the remaining security was probably insufficient to satisfy both claims, they have knowingly deprived the plaintiff of an equitable right to marshall them against the property so released. It is only fair, therefore, that their prior rights in the church property should be postponed to those of the plaintiff. *Jordan v. Hamilton County Bank*, 11 Neb. 499, 9 N. W. 654; *Gore v. Royse*, 56 Kan. 771, 44 Pac. 1053. See 18 HARV. L. REV. 453.

PARDONS — EFFECT — FEDERAL PARDON AFTER FIRST CONVICTION NOT PREVENTING SUBSEQUENT CONVICTION AS SECOND OFFENDER. — A statute provided that one who was twice convicted of felony should, upon a second conviction, suffer an increased penalty. The defendant received a pardon from